

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST SHEET METAL WORKERS  
WELFARE FUND; NORTHWEST SHEET  
METAL WORKERS PENSION FUND;  
NORTHWEST SHEET METAL WORKERS  
SUPPLEMENTAL PENSION TRUST;

Plaintiffs,

v.

WRIGHTWAY MECHANICAL, LLC,

Defendant.

No. 2:18-cv-00384

**COMPLAINT FOR DAMAGES  
AND FOR INJUNCTIVE  
RELIEF**

**JURISDICTION AND VENUE**

1. This is an action brought pursuant to Section 301 of the National Labor Relations Act, as amended (hereafter "the Act"), 29 U.S.C. § 185, and Section 502 of the Employee Retirement Income Security Act of 1974 (hereafter "ERISA"), 29 U.S.C. § 1132. Jurisdiction and venue are conferred upon this Court by 29 U.S.C. § 185(a), 1132(a), (e) and (f).

**PARTIES**

2. Plaintiff NORTHWEST SHEET METAL WORKERS WELFARE FUND (hereafter "Welfare Trust") is a labor-management health and welfare trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to

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1 sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Welfare  
2 Fund is administered in the State of Washington.

3 3. Plaintiff NORTHWEST SHEET METAL WORKERS PENSION FUND  
4 (hereafter “Pension Trust”) is a labor-management pension trust fund created pursuant to the  
5 provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own  
6 name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Pension Fund is  
7 administered in the State of Washington.

8 4. Plaintiff NORTHWEST SHEET METAL WORKERS SUPPLEMENTAL  
9 PENSION TRUST (hereafter “Supplemental Pension Trust”) is a labor-management pension  
10 trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c),  
11 and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1).  
12 Plaintiff Pension Fund is administered in the State of Washington.

13 5. SHEET METAL WORKERS LOCAL 55 (“Local 55”) is a labor organization. It  
14 represents for purposes of collective bargaining persons who are employed in the construction  
15 and marine repair industries. Those industries affect commerce within the meaning of the Act.

16 6. Defendant WRIGHTWAY MECHANICAL, is a sheet metal contractor and is a  
17 party to a collective bargaining agreement with Sheet Metal Workers Local 55. That industry  
18 affects commerce within the meaning of the Act. Wrightway Mechanical has employed or does  
19 employ persons represented by Local 55. Wrightway Mechanical's principal place of business  
20 is P.O. Box 422, Lewiston, ID 83501-0422.

### 21 CLAIM FOR RELIEF

22 7. Plaintiffs incorporate by reference as though set forth fully herein paragraphs 1  
23 through 6 above.

24 8. The collective bargaining agreement between Defendant and Local 55 was in  
25 effect at all times material hereto. By that agreement Defendant Wrightway Mechanical became  
26 obligated to make monthly contributions to plaintiffs Welfare, Pension, and Supplemental

1 Pension, as well as several other non-plaintiff trust funds, on behalf of employees represented by  
2 Local 55.

3 9. Defendant has also agreed to and has received money from its Local 55  
4 employees, as part of the employees' after-tax wages, which Defendant is and was obligated on  
5 a monthly basis to deposit into each employee's account, or submit to Local 55 as part of each  
6 employee's dues obligation. Defendant holds such money in trust.

7 10. Payments due to the Welfare, Pension, and Supplemental Pension, and the other  
8 non-plaintiff trusts, and the amounts of employees' after-tax wages held in trust by Defendant,  
9 are calculated pursuant to a contribution reporting form required to be prepared monthly by  
10 Defendant.

11 11. The completed contribution reporting form and accompanying payment are due at  
12 the Welfare office and address within fifteen (15) days after the end of each calendar month.  
13 The Welfare fund serves as collection for the other named Plaintiffs and non-named trusts on  
14 whose behalf contributions are owed.

15 12. Beginning in November 2017 and continuing through today, Defendant  
16 Wrightway Mechanical has failed to make all payments due and owing under the applicable trust  
17 agreements. Defendant further owes late fees for several months in which it made late  
18 payments.

19 13. Unless ordered by this Court, Defendant will continue to refuse to pay to the  
20 Plaintiffs the contributions and late fees due them. As a result, Plaintiffs will be irreparably  
21 damaged.

22 14. In addition to the unpaid contributions, Plaintiffs are entitled to the following  
23 pursuant to Section 502(g) of ERISA, 29 U.S.C. § 1132(g), and Section 301 of the Act, 29  
24 U.S.C. § 185, as amended:

- 25 (a) Interest on the untimely or delinquent contributions;  
26 (b) An amount equal to the greater of:

- (i) interest on the untimely contributions (hereinafter “interest”), or
- (ii) liquidated damages in an amount equal to 20% of the amount awarded as unpaid or delinquent contributions, as provided for in the Trust Agreement (hereinafter “liquidated damages”); and
- (c) Reasonable attorneys’ fees and the costs of this action.

15. A copy of this complaint will be served upon the Secretary of Labor and the Secretary of the Treasury by certified mail as required by ERISA, 29 U.S.C. § 1132(h).

WHEREFORE, plaintiffs demand judgment against the Defendant:

1. Obliging Defendant to pay to plaintiffs the full amount of contributions and late fees owing to them from the 2015 audit, with the proper amount of interest and with a penalty or liquidated damages as established by Section 502(g) of ERISA, 29 U.S.C. § 1132(g), the Trust Agreement, and the collective bargaining agreement;
2. Restraining and enjoining Defendant, its officers, agents, servants, attorneys, and all persons acting on its behalf or in conjunction with it from refusing to pay to plaintiffs all funds, including interest, penalties, and liquidated damages, due to them;
3. Requiring Defendant to pay to plaintiffs reasonable attorneys’ fees and the costs of this action as set forth in Section 502(g) of ERISA 29 U.S.C. § 1132(g); and
4. Granting plaintiffs such further and other relief as may be just and proper.

DATED this 13th day of March, 2018. MCKANNA BISHOP JOFFE, LLP

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